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in the absence of such safeguards must be assumed by them. The case of *Smith* v. *Benick*, 87 Md. 610, 41 Atl. 56, is in accord in so far as it holds that the only duty owing to a defendant under circumstances similar to these is to use reasonable care to provide skillful performers. In *Thompson* v. *Lowell, L. & H. St. R. Co.*, supra, the court held that the risk of injury from careless handling of the implements used by the performer is not, as a matter of law, assumed by a street patron who attends a free exhibition given by the company upon its grounds. In this latter case the negligence consisted in the failure to erect upon the stage a proper rifle butt, which would prevent the flying of bullets. It appears that the liability of such an accident might have been guarded against without interfering with the view of the audience. In the principal case the supreme court overruling the decision of the lower court in sustaining the defendant's demurrer to plaintiff's declaration suggests that a wire netting of sufficient strength, but barely visible, would be such a barrier as to provide a safe place for the spectators under the circumstances, and at the same time assure them the benefit of viewing the performance. It is apparent that under the ruling of the court, the liability of the defendant does not cease after engaging skillful performers, as the defendant is not relieved of liability until a safe and suitable barrier is provided to prevent injury to spectators.

TRADE-MARKS AND TRADE-NAMES—INFRINGEMENT—UNFAIR COMPETITION —INJUNCTION.—For many years the order of Carthusian monks in France manufactured, by a secret process, a liqueur which was sold extensively in the United States under the name "Chartreuse," where such name is a registered trade-mark. The order having been expelled from France by the government, its entire property, including good-will and trade-marks, was sold by an order of the court to the defendant company, which thereupon commenced the manufacture of a wine which it sold in this country under the name "Chartreuse." The monks fled to Spain, where they continued to manufacture their former liqueur and to sell it here, not, however, under the former name. *Held*, that the action of the French government did not vest the defendant with the right to use the original trade-mark. *Baglin* v. *Cusenier Co.* (1908), — C. C. A., 2nd Cir. —, 164 Fed. 25.

No cases are cited as direct authority for the decision, the court observing that it is confronted with a situation which "*is sui generis*" and that it is "hardly possible that such a combination of abnormal circumstances can ever occur again." The defendant is enjoined from selling its wine under the former trade-mark, upon the theory that while the monks have abandoned their right to it *de facto*, they still retain it *de jure*, and that the defendant, by using the name "Chartreuse" to designate a wine different from that formerly so sold, is perpetrating a fraud upon the public. There is a dissenting opinion which holds that the monks had no vested interests in France, owing to the peculiar status of religious orders there, and that when their property, business, good will and trade-marks were sold under judicial process all their rights therein passed to the purchaser, there being no difference between such a transfer and a conveyance by operation of law.

This view regards the culpability of the defendant, so far as the public is concerned, as immaterial in determining the right of the complainants to relief. It has been held that property in a trade-mark will pass by operation of law to one who takes the right to manufacture the merchandise to which the trade-mark has attached. *Dixon Crucible Co.* v. *Guggenheim,* 2 Brewst. 321. Further, that an assignment of a business with the debts and plant includes trade-marks, and gives the assignee the exclusive right thereto. *Morgan* v. *Rogers,* 19 Fed. 596. Thus, by analogy, the dissenting opinion would seem to carry with it the support of what decisions may be applied under the peculiar circumstances involved. And, indeed, since the complainants might have retained their former trade-mark in Spain, it is difficult to substantiate their right to an injunction upon any ground, as the rule has frequently been applied in such cases that the voluntary relinquishment of an old device for a new forfeits the right to the old. *Manhattan Medicine Co.* v. *Wood, Fed. Cas.* No. 9026, affirmed in 108 U. S. 218, 2 Sup. Ct. 436.

TRUSTS—DISPOSAL OF TRUST PROPERTY—TRANSFER WITHOUT "SALE"—NATURE AND ELEMENTS OF SALES.—Land was conveyed to an agricultural association in trust for use as exhibition grounds, a part to be sold or disposed of for meeting the expenses of the trust, including expenses of litigation. The trustees deeded part of the tract to B. in payment for legal services. *Held,* that the power of disposition was not limited to a sale for cash, even giving the word "sale" the strict definition of the code. *Mansfield* v. *District Agr. Ass'n. No. 6* (1908), — Cal. —, 97 Pac. 150.

In 7 MICH. L. REV. 78 there was noted the broad extension of the use of the word "sale" to include barter in the case of liquor transactions. The principal case illustrates the more general use of the word, in spite of the definition of the Cal. Civ. Code, § 1721, where sale is defined as an exchange of property for a money consideration. The court says that although "the word 'sell' itself in transactions touching personal property usually has reference to a pecuniary or money consideration, yet courts have never hesitated to give the word a broader significance when the meaning of the law or of a private contract seemed to call for it, and the much more generally accepted definition of a sale is the exchange of an interest in real or personal property for money or its equivalent." This view is sustained in *Roberts* v. *Northern Pacific Ry. Co.,* 158 U. S. 1, where the court says that if certain persons had power to sell land for money, there is no express provision of law that restricts them from selling for money's worth. The same liberal view of the word is sustained in *Borland* v. *Nevada Bank,* 99 Cal. 89, and *Howard* v. *Harris,* 8 Allen (Mass.) 297; *Iowa* v. *McFarland,* 110 U. S. 471, says money or its equivalent. The cases are very much divided in their definitions of the word, some holding money necessary, others a consideration simply, and still others accepting various equivalents for money. The American Sale of Goods Act, as yet adopted in but few states, adopts the more liberal interpretation of the word "sale." In